

ARTICLES OF AGREEMENT

DENNIS TOWNSHIP

AND

LOCAL UNION 1293  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
AFL-CIO

DATED:  
APRIL 10, 2005

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## ARTICLES OF AGREEMENT

Between Dennis Township and Local 1293 of the International Brotherhood of Electrical Workers, American Federation of Labor Congress of Industrial Organizations.

### AGREEMENT

This Agreement effective this April 1, 2005 by and between the Township of Dennis, its successors or assigns, hereinafter referred to as the Township and Local 1293 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter referred to as "Union".

### ARTICLE I

#### PURPOSE

It is the intent and purpose of the parties hereto, by this Agreement, to promote and improve industrial and economic relations between the Township and its employees, and to set forth herein their basic agreement covering rates of pay, hours of work, and other conditions of employment.

### ARTICLE 2

#### RECOGNITION

##### Section 2-1:

The Union having been certified by the New Jersey Public Employee Relations Commission on December 13, 1999, is recognized by the Township as sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for all employees in the Township District. These include all full-time and regular part-employees.

1.

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Section 2-2:

Changes in the terms and/or conditions herein continued shall be negotiated by and mutually agreed to between the Negotiating Committee of Local Union 1293, and the Township. Any request of changes in the terms and/or conditions of the current Agreement shall be by certified mail between the President of the Local and the Township Committee through the Municipal Clerk.

Section 2-3:

Whenever the term employees is referred to in this Agreement, it shall be deemed to mean only those employees as set forth in the classifications listed in Article 2, Section 2-1 and in Exhibit "AA" to this Agreement and no other.

Section 2-4:

A full-time employee is one regularly employed and scheduled to work forty, (40) hours per week. A provisional employee is one who has not gained permanent status. No provisional employee shall use any sick, vacation or personal time prior to its being earned.

**ARTICLE 3**

**MANAGEMENT RESPONSIBILITIES**

Section 3-1:

The management of the business and the direction of the working force shall remain exclusively with the Township including the right to hire, assign, promote and discharge for just cause, to determine methods or equipment, to determine work assignments and scheduled, to determine materials to be used and services to be rendered to the public, activities to be engaged in, to transfer or, to maintain fair and uniform discipline of its employees, provided, however, that this section of the Agreement will not be used to alter any other provisions of this Agreement and such rights as are herein reserved to the Township shall be subject to the terms and conditions of this Agreement.

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## ARTICLE 4

### UNION-TOWNSHIP RELATIONSHIP

#### Section 4-1:

The Township will not interfere with, restrain or coerce the employees because of membership or lawful activity in the Union nor will it, by discrimination in respect to hire, or tenure of employment, attempt to discourage membership in the union.

#### Section 4-2:

Designated union representatives shall, upon prior and reasonable notification, have the right to visit the Township's establishment at reasonable times to investigate wages, hours, working conditions, grievances, and other matters covered by this Agreement. Such visits, however, shall not be made at such times or in such manner as shall interfere with the operations of the Township's business. Union representatives shall notify the Township's office in advance.

#### Section 4-3:

Neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and there shall be no solicitation of employees for Union membership or collection of dues on the Township's time or during the employees' working hours. The Township may take disciplinary action for any violation of this provision.

#### Section 4-4:

The Township agrees that during the period of this Agreement there shall be no lockout or the equivalent, of employees in the bargaining unit, and the Union agrees that there shall be no strike or the equivalent including any sit-downs, concerted slowdown, or condoned wildcat strike, it being the desire of both parties to provide an uninterrupted and continuous service to the public. In the event of a wildcat strike the Union will immediately order the strikers back to work and will raise no objection to the Township's discharge of any employee who continues to engage in a wildcat strike after being ordered back to work.

The Township and the Union further agree that all grievances, as defined in this Agreement, which arise under the Agreement shall be settled and determined solely and exclusively by the Grievance and Arbitration Procedures provided herein. There shall be no discrimination by the Township or the Union against any employee because of sex, race, color, national origin, or creed.

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## ARTICLE 5

### UNION SHOP/AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

B. In the monthly report to the Union office specified in paragraph A above, the Township shall provide, inter alia, the following:

1. An indication of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing leave of absence during the previous thirty (30) days.

## ARTICLE 6

### UNION DUES DEDUCTION/CHECK OFF

#### CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for IBEW Local 1293. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 94, as amended.

B. The aggregate deductions from all employees shall be remitted to the Treasurer of the Local together with the list of names of all employees from whom the deductions were made by the fifteenth (15) days of the succeeding month after such deduction were made.

C. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Local during the month following the filing of such card with the Township.



D. If during the life of this Agreement if there shall be any change in the rate of membership dues, the Local Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification in letterhead of the Local Union and signed by the President of the Local Union advising of such changed deductions.

E. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Chief Financial Officer.

F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Township in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

## ARTICLE 7

### GOVERNMENT REGULATIONS

If any provision of this Agreement is held invalid due to existing or future Federal or State Legislation, the remainder of this Agreement shall not be affected hereby.

## ARTICLE 8

### GENERAL PROVISIONS

A. The Township shall provide Bulletin Boards at each time clock.

B. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.

C. It is agreed that representatives of the employer and the union will meet from time to time upon request of either party with the mutual consent of both parties to discuss items of general interest or concern which are not necessarily grievances as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

D. Employees who are covered by the Agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.

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E. All permanent part-time employees covered by this Agreement (excluding seasonal and temporary employees) shall be entitled to sick leave, vacations, and holidays on a pro-rated basis. All salaries for permanent part-time employees shall be in accordance with the hourly rates established in this Agreement.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

#### **Section 9-1 – Disability:**

For the life of this Agreement, the Township shall maintain its current policies relating to employee disabilities and occupational diseases. The parties agree that employees will be entitled to paid disability leaves as provided for under the New Jersey/Temporary Disability Insurance Program and shall continue to enjoy all benefits under that program. Employees shall be provided with a description of all of the benefits of the New Jersey/Temporary Disability program.

#### **Section 9-2 – Funeral Leave:**

A paid leave of absence of five (5) days will be granted in the event of the death of an employee's spouse, parent, child, stepchild, brother or sister; five (5) days in the event of the death of a stepparent, grandfather, grandmother, in-laws, grandchild of an employee.

#### **Section 9-3 – Leave for Union Representatives:**

Employees who are selected by their local union to serve as delegates, shall, after reasonable notice to the Township, be permitted to attend the International Conference or similar meetings without pay from the Township. The Local shall be allotted a total of seven (7) days off per year to be utilized by the Local for union business (conventions, seminars, conferences, and meetings called by the District Council), or mutually agreed upon.

#### **Section 9-4 – Jury Duty:**

If you are summoned for jury duty, you will submit a copy of your summons to your supervisor. You will continue to receive your regular pay while you are serving on jury duty, however, you must reimburse the Township for any jury duty related pay you receive as a juror.

#### **Section 9-5 – Personal Leave of Absence:**

Leave of absence for employees shall be granted as provided under N.J. Department of Personnel statutes, rules and regulations, except as otherwise provided.



A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reason as considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months with the approval of the employer and the N.J. Department of Personnel.

Employees returning from an authorized leave of absence for illness, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or accrued sick or vacation time earned during the period of leave of absence. The employer will notify the employee if the leave of absence will result in the loss of accrued sick or vacation time.

When employee returns from an approved leave of absence, any due check-off authorization in effect prior to the approved leave shall be reactivated.

Section 9-6 – Seniority During Leave of Absence:

During any leave of absence automatically granted or granted in writing under this Article, the employee's seniority and service shall accumulate.

Section 9-7 – Family Leave:

All employees will be accorded family leave according to the provisions of the New Jersey and/or Federal Family Leave Act. Employees shall be provided with a description of their rights under the Act. Leave taken subject to the definition of permissible leave under the Federal FMLA shall not be taken cumulatively with any leave under New Jersey FMLA.

**ARTICLE 10**

**SERVICE IN ARMED FORCES**

**MILITARY LEAVE**

All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

**ARTICLE 11**

**SENIORITY**

Section 11-1 – Definitions of Seniority:

There shall be a seniority list maintained for all employees, covered under this contract.

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a) Township-wide seniority is defined as the length of continuous employment by the Township in a bargaining unit position and shall begin with the first day of the latest continuous employment in such a position with the Township.

b) Except where Civil Service statutes provide otherwise, in cases of provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

#### Section 11-2:

All new employees hired by the Township into bargaining unit positions shall serve a six (6) month probationary period. During this time, discipline and discharges of these employees will not be subject to arbitration set forth under the grievance procedure of this Agreement. Probationary employees shall enjoy benefits only as set forth in this Agreement.

Employees shall be placed on seniority list as of the first day of employment and upon completion of the above period.

Provisional employees shall not receive any raise until they become permanent; at which time if they become permanent, they shall receive any raise given to a permanent employee during their provisional period of employment.

#### Section 11-3:

A person's employment and seniority will be considered terminated for any of the following reasons:

- 1) Voluntary resignation;
- 2) Retirement;
- 3) Failure to return to work at the conclusion of a leave of absence, vacation or suspension;
- 4) Termination in accordance with Article 13.

#### Section 11-4:

The Township shall furnish to the Union a list of the employees, on a regular basis, that have been hired into the bargaining unit, or who have been terminated from the bargaining unit, or who have been upgraded or downgraded within the bargaining unit whenever there are any such changes. The list will show the old and new job classification and the old and new wage rate for each such employee. Name changes and employees returning from military service will also be included.



Section 11-5:

a) An employee who resigns shall give the employer two weeks advance written notice.

b) An employee who gives notice of resignation, as provided above, shall be entitled to receive payment for unused vacation and accumulated sick time accrued as of the effective date of resignation in accordance with the provision of Section 15-9. If notice is not given as provided above, an employee will not be entitled to such payment.

**ARTICLE 12**

**PROMOTIONS/VACANCIES**

Section 12-1 –Filling of Vacancies:

a) A vacancy is defined as:

1. A job opening in an existing classification where an employee's employment relationship in the job with the Township is terminated for any reason whatsoever and the Township will fill such vacancy.
2. A job opening resulting for creation by the Township in its discretion of a new work position.

b) The following procedure is to be followed when vacancies occur:

1. When a vacancy occurs within the bargaining unit, a posting will be prepared by the Township and posted on all bulletin boards of the Township as soon as practical, however, not to exceed two (2) weeks, except by mutual agreement.
2. The posting will remain on the bulletin board for a period of seven (7), consecutive working days. Employees on vacation, sick leave or other approved absences shall have the right to bid on posted positions for seven (7) days from the date of return.
3. An employee interested in submitting a bid on this posting shall fill out a standard bid sheet available in the Township office.
4. As soon as possible after the posting has been removed, representatives of the Union will meet with the Township Committee through the Municipal Clerk or his/her designee to review the seniority lists by classification, to determine the successful bidder.

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5. The successful bidder will be reassigned to the new position upon replacement, unless the successful bidder's supervisor allows the move sooner. A posting for the position being vacated by the successful bidder will be prepared and posted the workday following the award.
6. The chain of events will continue until all positions have been filled, down to the entry level position.
7. Before any bids are awarded, an interview shall be conducted by the supervisor to explain the duties of the job, special requirements, etc.  
  
When fitness, ability and efficiency of two or more employees are found to be equivalent, classification, Township seniority, in that order, shall govern.  
  
If there are no employees bidding for the vacancy in the Township in which the vacancy occurs, then the Township shall have the right to hire from outside the bargaining unit.
8. Entry job will not be posted.

Section 12-2:

Efficiency shall be determined and is defined as:

- a) Ability to do the job quickly, safely and efficiently as it can be done under the circumstances.
- b) Cooperating with the supervisor in doing the work.
- c) Protecting the lawful interests of the Township.
- d) Promptness and regularity in reporting for work and observing all lawful rules and regulations of the Township and of this contract.

Section 12-3:

Employees covered by this Agreement who are not able to meet the Township standards of performance, after a qualified probationary period, and after they have been properly instructed and trained in their jobs according to Township standards, shall revert back to their former status, with full seniority. The parties shall consult on the appropriate training standards. If the employee during the probationary period elects to return to his former job and rate previously held he shall be returned without loss of seniority.

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Section 12-4:

When an employee is assigned to do work of a classification for four (4) hours or more carrying a higher rate, he/she shall receive for the entire daily work period the higher rate of pay.

**ARTICLE 13**

**DISCHARGES**

Section 13-1:

No employee shall be discharged or given a disciplinary layoff without just cause. Temporary employees separated at the end of temporary employment shall not be considered to have been laid off or discharged under this Article and shall not have recourse to the grievance procedure for this purpose.

Section 13-2:

No employee shall be disciplined for the commission of any act, which the Township may knowingly permit another to do.

Section 13-3:

In the event that Federal or State Law requires the discontinuance of any municipal service provided for by the bargaining unit, then in that event there may be a staff reduction.

**ARTICLE 14**

**SEVERANCE PAY**

Section 14-1:

Regular employees who have completed one (1) year or more of continuous service and who are permanently released from employment because of a layoff shall be given an allowance of one (1) week's base pay at the time of the release for each full year of continuous service.

Section 14-2:

Severance pay benefits shall not apply to employees discharged for just cause, resigning, quitting, retiring on pension from the Township, leaving the employment of the Township because of compensable disability, or taking a leave of absence.

Section 14-3:

The acceptance of a severance allowance from the Township shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be re-employed by the Township, he shall assume the status of a probationary employee.

Section 14-4:

Severance benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

**ARTICLE 15**

**VACATIONS**

Section 15-1:

An annual vacation with pay at the straight time hourly rate shall be granted each employee in the bargaining unit covered by this Agreement, effective as of each employee's anniversary date of employment, in accordance with the following schedule:

- A. One day per month for the first year, and up to 12 days vacation at straight-time pay.
- B. Five (5) years of service, 15 days of vacation at straight-time pay.
- C. Twelve (12) years of service, 20 days of vacation at straight-time pay.
- D. Twenty (20) years of service, 25 days of vacation at straight-time pay.

Section 15-2:

When a holiday occurs during an employee's vacation, he shall receive another day off with pay at the beginning or end of his vacation, or at another mutually agreed time.

Section 15-3:

An employee, with one (1) or more years of service, may request to take his vacation in single (1) days or a combination of multiple days or half days. The employee's immediate supervisor must approve all vacation.

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Section 15-4:

The Township shall furnish forms to the employee by January 30<sup>th</sup> of each year, which are to be filled in by the employee indicating his first and second choices for vacation period and return them to the Township no later than March 1<sup>st</sup>. The Township will, by March 31<sup>st</sup> of each year, post a vacation schedule.

Section 15-5:

For convenience in scheduling of vacations, the Township may, where there is no abuse of the privilege, permit an employee to take vacation time off prior to the beginning of his current vacation eligibility period.

Section 15-6:

If conditions arise (either because of exigency of the business or because of personal consideration of employees) requiring changes in the vacation schedule, such changes shall be made by the Township with due regard to the preference and convenience of the employee.

Section 15-7:

- A. In the event the Township changes an employee's vacation schedule or recalls an employee from vacation for its own convenience, and the employee suffers an actual economic loss thereby, the Township shall reimburse the employee for provable out-of-pocket expenses due to any canceled vacation only if the Township is given notice of such impending loss prior to the cancellation of the vacation. The Township shall allot another vacation period.
- B. In the event of recall, the employee shall receive one-half ( $\frac{1}{2}$ ) times his straight-time hourly rate as a premium for such days worked and a compensating day off. At no time shall the overtime rate exceed two and one-half ( $2\frac{1}{2}$ ) times the straight-time hourly rate. An extra day off shall be granted if the employee works on a holiday during such recall period. This provision does not increase an employee's normal vacation or holiday entitlements.

Section 15-8:

Any employee who has qualified for a vacation and who leaves the Township after giving two (2) weeks' notice to the Township of his intent to sever relations with the Township, or any employee whose service is severed by the Township for any reason, shall receive vacation pay as follows:



- A. One-twelfth (1/12) of the vacation pay, that he would be entitled to under Section 15 of this Article, for each month worked for which he has not previously received vacation time and/or pay. Employees who have not completed at least twelve (12) consecutive calendar months of service as of the date of the separation shall not be entitled to vacation pay and/or time.
- B. If the last day worked is after the fifteenth (15) day of the month, the month will be counted.
- C. If the last day worked is before the fifteenth (15) day of the month, the month will not be counted.

Section 15-9:

If immediately prior to the start of his scheduled vacation, an employee is temporarily off duty due to illness or injury, such an employee shall have the right to have his vacation rescheduled and the Township shall assign to such employee a new vacation period that is mutually agreeable.

Section 15-10:

Vacations shall be scheduled, insofar as possible, in accordance with the employees' desires, in the order of the employee's Township seniority, and the availability of other employees to cover.

The number of employees in any single work group who are permitted to be on vacation at any one time shall be governed by the Township's determination of the work needs of that work group.

**ARTICLE 16**

**JOB CLASSIFICATIONS/WAGE PROGRESSION**

The job classifications and descriptions of the bargaining unit covered by this Agreement shall be those listed in the wage schedule, and job descriptions agreed to by the parties which by this reference are made part of this Agreement.

**WAGES**

All employees covered under this contract are subject to the following provisions:

- a) Effective April 1, 2005, appendix "AA" shall apply to all wages payable for the respective job listing each employee holds as of April 1, 2005. These hourly rates are inclusive of any adjustments negotiated.

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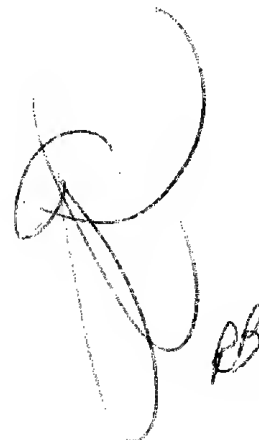
- b) Employees starting after the effective date of this contract will start in accordance to the starting wages detailed in Appendix "BB".
- c) Appendix "BB" shall be attached as the wage progression chart.
- d) For each year beginning of April 1, 2006 and until the end of this contract employees whom fall outside of the wage progression chart (or exceed the maximum hourly wage for that job listing) will be given a 3 ½% wage increase.
- e) For employees that fall within the wage progression chart (Appendix "BB") will be paid in accordance with the chart, for their specific job listing. On April 1, 2006, the employee will be placed within Wage Progression Chart and will receive a 2 ½% raise.
- f) When a qualified employee is promoted to a different job listing he/she will be moved to the next highest wage within the wage progression chart "Appendix "BB".
- g) The increase will be effective the date of the promotion by the Township.
- h) If the employee fails to complete the promotion process he/she will be returned to the previous job listing.

## ARTICLE 17

### HOURS OF WORK

#### Section 17-1:

The normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of five (5) consecutive workdays with two consecutive days of rest. While there is not any guarantee of work, the regular hours for bargaining unit employees shall be from 7:00 AM to 3:00 PM, Monday through Friday, or as mutually agreed in advance. Summer hours, Memorial Day to Labor Day, shall be 6:00 AM to 2:00 PM. Unless mutually agreed.

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Section 17-2:

Wages for this period will be paid bi-weekly on Friday.

Section 17-3:

No employee shall be required to take time off within his regularly scheduled working hours to compensate for overtime work.

Section 17-4:

It is the right of the Township to assign an employee to do work of a lower classification for temporary periods, providing that he continues to be paid at the rate of his regular classification.

Section 17-5:

The Township shall continue to pay its employees bi-weekly, paychecks being delivered on every other Friday. The pay period thus consists of 14 days or two calendar weeks. The pay period week shall commence 12:01AM on Saturday and end at midnight on Friday. Week "A" shall be the first of the two weeks and Week "B" shall be the second of the two weeks. Overtime worked during Week "A" shall be paid with the Friday pay of Week "B". If overtime is worked during Week "B" then that overtime shall be paid on the Friday of the subsequent Week "B".week "

**ARTICLE 18**

**OVERTIME**

All employees shall receive overtime pay upon the following basis:

- a) One and one half times the straight time hourly rate for the excess over eight (8) hours per day or forty (40) hours per week.
- b) Employees shall receive one and one half times their straight time rate for all hours worked on their first day of rest provided the employee has worked all of his scheduled work hours during the work week.
- c) All employees shall be paid double time the straight time hourly rate for work performed on the second day of rest.
- d) All paid time shall be deemed hours worked for the purpose of computing weekly overtime.
- e) The Township agrees that it will make every effort to equitably distribute overtime work and the records of hours worked shall be available to qualified Union representatives. The Union will make every effort to see that its members promptly respond to such off schedule or overtime calls or assignments.

- f) Overtime shall be distributed as equitably as possible among employees with due regard for the requirements of the business. The Township shall keep a record of overtime pay hours. A copy of this record shall be posted on bulletin board monthly. A refusal or inability to work overtime, regardless of the reason, shall count for the above records as time worked. For purposes of equalizing overtime during the contract year, the employees who are transferred or promoted shall be considered as having worked an equal number of hours of overtime as the average number of such hours worked by all other employees in their classification at the reporting center.

## ARTICLE 19

### HOLIDAYS

#### Section 19-1:

It is the intent of the parties hereto that all employees possible will be granted the following listed holidays or days publically observed as the holiday off with pay as set forth in Section 19-3. Employees must work on their last scheduled day of work before and after the holiday to be entitled to holiday pay, except when the employee is excused from work.

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Employees Birthday

Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

#### Section 19-2:

When a holiday falls on a Saturday, it shall be observed on Friday, if it falls on a Sunday, it shall be observed on Monday. In no case is an employee to receive benefits twice for the same holiday.

#### Section 19-3:

Holiday pay for holidays listed in this Article will be:

- a) Eight (8) hours pay at straight time, if the holiday is not worked.
- b) When an employee is required to work on a holiday, she shall be given eight (8) hours pay, and in addition, double his regular rate for all time worked.



## ARTICLE 20

### CONTRACTING OUT WORK

#### Section 20-1:

It will be the policy of the Township to maintain a force of sufficient size to take care of the regular work of the Township in a continuing nature, having in mind that one objective of the Township is to provide stable, long-term and continuing employment for its employees.

#### Section 20-2:

In order to implement this policy, the Township agrees that it will not, for the duration of this Agreement, employ outside contractors for the purpose of laying off employees who ordinarily and customarily do work of the type contracted out or to avoid filling vacancies in the bargaining unit. The Township shall have the right to contract out work but cannot layoff or eliminate employees as a result thereof. If an employee is required to do different work there shall be no reduction in pay.

#### Section 20-3:

It is understood that the above provisions do not restrict the contracting of the type of construction work in which the Township has hitherto contracted out.

#### Section 20-4:

It is the policy of the Township to inform the Union before outside contractors are brought in to do construction work or peak work in emergencies which cannot be handled by regular employees other than such work presently and normally done by contractors.

## ARTICLE 21

### GENERAL WORKING CONDITIONS

#### Section 21-1:

The safety rules and regulations established by the Township, its insurance carrier or governmental authority shall be strictly adhered to by both the employees and the Township, and the Township shall enforce these rules and regulations uniformly. Proposed changes in the Township's safety rules and regulations shall be discussed with the Union or with the Union representatives on the Safety Committee, before becoming effective.

#### Section 21-2:

At no time shall an employee be required to perform any hazardous task without proper instruction, help and equipment as determined by management.



Section 21-3:

a) In every case in which the Township required employees to wear uniforms, the Township shall at no cost to the employee supply such required uniforms, and make necessary and reasonable replacement thereof. The Township shall bear the cost of repairing such uniforms damaged in the performance of duty. The employee shall be liable for any loss or damage caused by his negligence. Employees shall wear uniforms if supplied or available.

b) Clothing Allowance - Work boots and Carhart Outerwear will be reimbursed in accordance with the attached schedule.

Section 21-4:

The Township shall furnish all necessary safety related and protective equipment as required by Federal and State law for the protection of its employees. In order to facilitate a safe working environment the Township will implement a random drug and alcohol testing program for all employees.

Section 21-5:

Employees who are required to report at their usual place of assembly at the Township's property and then are transported to the place where work is performed, shall be transported to and from this place of work on the Township's time. Work time shall be computed from the time at which the employee is scheduled to report and does report to the usual place of assembly on the Township's property at the beginning of the day, to the time when he returns to the regularly scheduled place of ending work for the day.

Section 21-6:

The principal function of a supervisor is to supervise.

Section 21-7:

The Township will not increase the hours of work for the purpose of reducing the work force, unless required to do so by governmental order.

Section 21-8:

It is the policy of the Township, in the interest of sound employee relations, to provide as far as practical with a view to the nature of the business, clean, safe and pleasant working conditions; including in this policy is the provision of adequate facilities for hanging employees' clothing, the provision of adequate wash stands and toilets, and the taking of precautions to secure the health and safety of employees. Employees shall observe all rules of the Township relative to the above. The parties agree that there shall be no smoking on any of the Township buildings. The Union will cooperate with the Township in the enforcement of all such rules.



Section 21-9:

When the Township requires employees to be away from their homes overnight, meals and clean and adequate lodging shall be furnished and paid for by the Township.

Section 21-10:

No warning or derogatory notation against an employee's record shall be used against an employee for disciplinary purposes unless the employee has received a written warning or notice at the time. The employee or Union shall have the right to process a grievance within ten (10) days from the date of receiving such written warning or notice.

Section 21-11:

Payment of wages shall be made bi-weekly, on Friday, by check, and shall include all wages due for the payroll week ending that day. In the event that a Holiday falls on Friday, all paychecks shall be distributed on the preceding Thursday.

Section 21-12:

The Township shall provide all tools and equipment, which it considers necessary. The employees receiving such tools and equipment shall be held responsible for their return in good condition, ordinary wear and tear and reasonable loss excepted. The Township shall provide suitable and safe space for storing tools and equipment.

Section 21-13:

In the event of an accident requiring an investigation, the same will be made by the appropriate Safety Committee, which shall include at least three (3) representatives of the Union. In the event the Union deems the report of an accident investigation to be unfair to the employee involved, the Union may invoke the Grievance Procedure therein provided.

Section 21-14:

In the event the employee does not have a Township vehicle available the employee's travel allowance shall be paid at the current applicable IRS rate per mile for those miles to the temporary work location.

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Section 21-15:

Any mistake in the computation of employees' pay shall be corrected by the Township on the next payday following the day the mistake is called to the attention of the Township, except an error involving one (1) day's pay, which shall be corrected on the next working day following the day the mistake is called to the attention of the Township. Should an employee be overpaid, he shall make restitution on the following payday.

Section 21-16:

It is agreed that the Township may, at its option, provide benefits equal to those referred to herein through carriers of its choice. It is further agreed that the Township will give the Union notice of any contemplated changes of carriers. An disagreement with regard to what constitutes equal coverage shall be subject to the grievance and arbitration procedure.

A Joint management/Union Committee shall be established for the specific purpose of exploring all avenues of medical/dental/prescription cost containment. Plans shall remain non-contributory for the entire term of this Agreement.

Section 21-17:

The Township shall provide a Sick and Personal Leave Plan for all permanent Employees as follows:

- 1) After initial month, one (1) sick day per month.
- 2) All employees as of every January 1st will be eligible to receive fifteen (15) paid sick days and three (3) paid personal days each year. Employees shall be entitled to carry unused sick days over from year to year. Upon retirement, employees shall be entitled to payment for not more than fifty (50) percent of unused sick days up to \$12,000.00 dollars. Statements of available sick and personal days shall be issued to each employee on the first payday after January 1 of each year.
- 3) Employees must promptly report in to their supervisor prior to their shift in order to be eligible to receive sick pay, except in emergencies or in non-foreseeable circumstances.
- 4) Sick days are to be used strictly for illness. The Township may require a doctor's note from any employee if it can produce a pattern of abuse of sick leave privileges.



Section 21-18:

When an employee works sixteen or more hours in any 24-hour period, he shall be entitled to a rest period of eight consecutive hours before returning to work. If this rest period extends into his regular scheduled working hours he shall be paid a straight time rate for all time falling within his regular scheduled working hours that is necessary to give him eight (8) hours of rest. If an employee is requested to work and does work during any part of such rest period, he shall be compensated for such time worked at 2 times his regular straight time rate.

**ARTICLE 22**

**GRIEVANCE PROCEDURE**

Section 22-1: Grievance Defined

A grievance is defined as a dispute between the Township and its regular employees over the application, interpretation, or alleged violation of a specific provision of this Agreement. It is agreed that harmonious-relations between the parties require the prompt filing and disposition of grievances, which shall be settled in the following manner.

Section 22-2: Grievance Procedure

STEP 1

Any employee, believing that he or she has suffered a grievance, shall, within ten (10) calendar days of the occurrence, or within ten (10), calendar days of becoming aware of the incident giving rise to the grievance discuss the matter with his immediate supervisor. A shop steward may be present at this meeting. Failure to observe the aforementioned time limitation shall be deemed as a waiver and the grievance will be regarded as abandoned. For grievances arising out of discipline, the "occurrence" shall be the day the employee receives notice of discipline. The immediate supervisor shall give an oral reply to the employee within ten (10) calendar days after submission of the grievance.

STEP 2

If the grievance shall not have been adjusted under STEP 1, then within ten (10) calendar days of the supervisor's reply, the grievance shall reduced to writing upon the accepted Grievance Form which shall set forth the relevant information concerning the grievance, including a short description of the alleged grievance, the date on which the grievance occurred, an identification of the Section of the Agreement alleged to have been violated and the remedy desired. It shall be submitted to the Township Committee through the Municipal Clerk. The Township Committee through the Municipal Clerk or designated representative and the Local Union Shop Steward shall meet within ten (10) calendar days after the receipt of the written grievance in an attempt to settle the grievance. The Township Committee through the Municipal Clerk or designated representative shall provide the employee and the Local Union Shop Steward with a written reply within ten (10) days after the parties have met.



### STEP 3

If the grievance shall not have been adjusted under STEP 2, then within ten (10) calendar days of the Township Committee through the Municipal Clerk's reply, the grievance shall be submitted to the Township Committee through the Municipal Clerk and the President of the Local Union. An International Representative will be present to assist the Local Union.

### STEP 4

If the aggrieved employee is not satisfied with disposition of the grievance by the hearing officer, the grievance may be submitted to a binding arbitration within thirty (30) days after the expiration of STEP 3.

- A. A request for a list of arbitrators shall be made to the Public Relations Commission by a moving party and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.
- B. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and considers no other(s).
- C. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any part hereto a limitation or obligation not provided in this Agreement.
- D. The award of the arbitrator on the merits of any grievance within his jurisdiction and authority as provided in this Agreement shall be binding upon the parties.
- E. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.
- F. Agents of the union who are not employees of the employer, may be permitted to visit the employees during working hours, at their work stations, for purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the employer's work by such agents.
- G. The employer and the union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.



Section 22-3 Compensation for Grievance Time:

If the attendance at meetings set by the Township of its representatives for adjustment or settlement of differences or grievances requires any Shop Steward or member to leave his work, such member or members shall receive straight time hourly pay while engaged in attending such meetings for the hours lost from work. The Township and the Union agrees that its representatives shall number not more than two (2) employees, unless mutually agreed.

Section 22-4 – Time Limits:

Time limits as set forth in the Grievance Procedure and the Arbitration clause are to be strictly construed. If the Township or the Union neglects to perform any function in the above Grievance procedure within the time limits specified, then the said grievances shall be considered forfeited. The time limits set forth may be extended only by written agreement.

Section 22-5:

The Recording Secretary of the Union shall furnish the Township with a list of the members of the Grievance Committee and Shop Stewards. In the event such members are from time to time changed; the Recording Secretary of the Union shall send the Township a list of such changes.

**ARTICLE 23**

**DURATION AND RENEWAL**

This Agreement shall remain in force to and including March 31, 2010, and shall be automatically renewed for yearly periods thereafter, unless either party shall submit to the other in writing, at least sixty (60) days prior to March 31, 2010, or prior to the end of any yearly renewal period, notice of their desire to terminate this Agreement.

Within the same period of time, sixty (60) days prior to the end of any yearly renewal period, either party may, in lieu of notice of termination, submit notice of a desire to make changes in this Agreement.

The parties acknowledge that this contract provides wages through March 31, 2008. The parties shall commence negotiations in October 2007, for wages for the period April 1, 2008 to March 31, 2009, and the period from April 1, 2009 to March 31, 2010.

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Such notice shall be in writing and shall be addressed to the Township Committee through the Municipal Clerk or to the President of the Local

In either case, a committee of two (2) persons, whose wages shall be paid by the Township, when such discussions are held during regular working hours, the Local Union President, and an International Representative, representing the Union and a committee of a similar number of persons, named by and representing the Township. Shall meet to either agree on changes or to otherwise amend the Agreement.

In such a case, the changes or amendments so agreed upon, if any, shall supersede the affected portions of this Agreement in a manner and at a time to be agreed upon during the same discussions.

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### WORKER'S COMPENSATION STATEMENT

- A. When an employee is injured on duty, he/she shall receive Worker's Compensation due him/her at the required percentage established statutorily.
- B. Employees leaving the assigned work premises, while on break, do so at their own risk from a Worker's Compensation stand point, as coverage is not provided.
- C. In the event that any employee is injured on the job, the employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift of that day. An employee who is required by Worker's Compensation panel of physicians to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.
- D. An employee shall report an on-the-job injury immediately to his supervisor. An employee injured on the job will be required to report to a Township physician for the necessary treatment. Only during an emergency may a physician other than those designated by the Township treat a employee.

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## DISCIPLINARY ACTION STATEMENT

- A. Discipline of an employee shall be imposed for good and just cause according to law.
- B. The name of any employee who is notified of suspension or dismissal shall be transmitted to the union immediately, but not later than forty-eight (48) hours after such notice.
- C. It is the intention of the Township to implement discipline in a progressive manner. Discipline shall normally be imposed in the following manner:
  - 1. Oral Warning - issued by the immediate supervisor of the employee.
  - 2. Written Warning - issued by the immediate supervisor to an employee.
  - 3. Written Reprimand - issued to an employee, the written reprimand shall be inserted in the employee's personnel file.
  - 4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.
  - 5. Major Suspension - consist of a fine or suspension over five (5) days after determination of Departmental Hearing.
- D. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Township can issue fines in accordance with N.J.A.C. 4A:2-2.4.

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**WORK BOOTS:**

Employer shall supply OSHA approved work boots to employees annually. Employer shall arrange for supplier to come to job site at prearranged times.

**CLOTHING ALLOWANCE:**

The parties acknowledge that the Township has a uniform contract through October 2007. The parties shall meet six (6) months prior to the end of the contract to develop a clothing allowance through the end of the contract. The Township shall attempt to be released from the clothing contract, and if able thereto, the parties shall negotiate a clothing allowance.

**CARHART OUTERWEAR:**

Shall be supplied on August 1, 2006, August 1, 2008 and August 1, 2010.

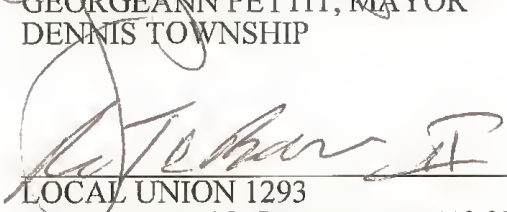
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IN WITNESS WHEREON, THE PARTIES HERETO set their hand and seal on  
this 29 day of September 2005.

  
WITNESS

  
WITNESS

  
GEORGEANN PETTIT, MAYOR  
DENNIS TOWNSHIP

  
LOCAL UNION 1293  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
AFL-CIO